



County of San Bernardino

**F A S**

**STANDARD  
CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New	Vendor Code		Dept.	Contract Number	
<input type="checkbox"/> Change			<b>SC</b>	<b>MLH</b>	<b>A</b>
<input type="checkbox"/> Cancel					
County Department			Dept.	Orgn.	Contractor's License No.
<b>Behavioral Health</b>			<b>MLH</b>	<b>MLH</b>	
County Department Contract Representative			Telephone		Total Contract Amount
<b>Johnnetta Gibson</b>			<b>(909) 387-7747</b>		<b>\$ 48,166</b>
Contract Type					
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:					
If not encumbered or revenue contract type, provide reason: _____					
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount
		<b>7/1/2003</b>	<b>6/30/2004</b>	<b>\$ 48,166</b>	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
<b>AAA</b>	<b>MLH</b>	<b>MLH</b>	<b>100</b>	<b>1010</b>	
					Amount
					<b>\$ 48,166</b>
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.
					Amount
Project Name			Estimated Payment Total by Fiscal Year		
<b>Forensic</b>			FY	Amount	I/D
<b>Occupational Therapist</b>			<b>03/04</b>	<b>\$ 48,166</b>	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

**Jodie Polito**

hereinafter  
called

**Contractor**

Address

**ON FILE**

Telephone

Federal ID No. or Social Security  
No.

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

**WITNESSETH:**

**WHEREAS**, the County desires to enter into an Agreement with the Contractor whereby Contractor will provide mental health services under the direction of an authorized supervisor at the County Department of Behavioral Health in accordance with Title 9 of the California Code of Regulations; and

**WHEREAS**, the Contractor, by execution of the Agreement has indicated his/her willingness to abide by the provisions therein; and

**NOW, THEREFORE**, in consideration of the mutual covenants, duties, responsibilities, and conditions, the parties hereto agree as follows:

## I RESPONSIBILITIES AND DUTIES OF CONTRACTOR

- A. The Contractor shall perform all duties carefully and efficiently and will obey all County of San Bernardino (County) Department of Behavioral Health (DBH) rules and policies, procedures and instructions from his/her superiors.
- B. The Contractor agrees to provide up to 30 hours of service per week during the term of this agreement.
- C. The Contractor shall perform the following duties:
  - 1. Plan, implement, and supervise occupational therapy programs for the psychiatric rehabilitation of patients in the Forensic Conditional Release Program (CONREP); discuss treatment alternatives with psychiatrists and other treatment staff to determine most appropriate plan for individual patients; review patient history; and interview and evaluate patients to determine level of functioning, strengths and weaknesses.
  - 2. Teach activities of daily living skills with particular emphasis on nutrition and meal planning, grooming and hygiene, time management, money management, transportation skills, problem solving, decision making, goal setting, leisure planning, socialization and communication skills and community awareness.
  - 3. Teach prevocational skills, crafts, creative arts, and education subjects directed towards restoration and maintenance of client's highest level of functioning within their environment.
  - 4. Evaluate effectiveness of treatment and suggest treatment change and discuss treatment with psychiatrists and other health professionals.
  - 5. Maintain inventory of and purchase supplies used in occupational therapy program.
- D. Contractor shall perform related duties as designated by the Director or his/her designee.

## II CONDITIONS OF EMPLOYMENT

- A. County agrees to provide appropriate supervision at the County DBH.

- B. Contractor shall attend appropriate staff meetings, conferences, seminars, in-service trainings and other educational training sessions as approved by the Director or his/her designee.
- C. Confidentiality will be maintained in accordance with the provisions of the Welfare and Institutions Code, commencing with 5328.

### III COMPENSATION AND METHOD OF PAYMENT

- A. For the performance by Contractor of services listed in this agreement, the County will pay Thirty Dollars and One Cent (\$30.01) per hour for the period of July 1, 2003 through July 12, 2003 and Thirty Dollars and Ninety-One Cents (\$30.91) per hour for the period of July 13, 2003 through June 30, 2004. Contractor shall not work more than thirty hours per week, unless approved in advance by the Director or his/her designee.
- B. The hourly salary rate(s) specified in Article III, Paragraph A., above, shall be adjusted and Contractor shall receive across the board salary increases in the same manner and at the same time as general employees of the County.
- C. Schedule A, attached to this agreement, provides an annual maximum number of hours to be worked and estimated costs associated with services described in this agreement.
- D. Any employee authorized by the appointing authority or authorized representative to work overtime shall be compensated at premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay. Payment for overtime compensation shall be made on the first payday following the pay period in which such overtime is worked, unless overtime compensation cannot be computed until some later date, in which case overtime compensation will be paid on the next regular payday after such computation can be made.
- E. Contractor shall be paid biweekly for hours actually worked according to the procedures established by County's Auditor/Controller.
- F. Contractor shall participate in County's PST Deferred Compensation Plan in lieu of participation in any other retirement plan, program, or benefit. Contractor shall contribute 5% of the Contractor's gross earnings, and County shall contribute 2.5% of Contractor's gross earnings. Contractor's contributions to PST Deferred Compensation shall be automatically deducted from Contractor's earnings. Maximum total contributions shall be 7.5% of Contractor's maximum covered wages for Social Security purposes. Contractor shall enroll in

the Plan on forms approved by the Human Resources Division Chief - Employee Benefits/Transactions. For the purpose of this agreement, Contractor shall not be entitled to participate in County's Retirement Program.

- G. Contractor shall be entitled to participate in the County's Deferred Compensation Plan.
- H. County shall reimburse Contractor for all approved out-of-pocket expenses incurred as part of all necessary travel undertaken in performance of services under this agreement. Allowable expenses, as approved by the County's Director of Behavioral Health, shall include meals, lodging, taxi fare, air fare, car rental, use of private auto when performing services under this agreement, registration fees, parking, tips, and other miscellaneous expenses. Said reimbursement shall be processed in accordance with procedures established by the County Auditor/Controller for general County employees.
- I. Contractor shall not be entitled to any rights, privileges or benefits other than expressly set forth in this agreement. This agreement provides for the full compensation to Contractor for services required hereunder.
- J. Contractor shall be covered by County's Workers' Compensation and General Liability insurance for all hours actually worked under this contract. .
- K. Contractor shall be covered by County's professional liability insurance for all hours actually worked under this contract.

#### IV DURATION AND TERMINATION

- A. The term of this agreement shall commence on July 1, 2003 and, unless earlier terminated as provided in Article IV, Paragraphs B., C. and D., below, shall terminate on June 30, 2004.
- B. Either the Contractor or the Director may terminate this agreement for any reason or no reason at any time by serving fourteen (14) days written notice upon the other party. The Director of Behavioral Health has full discretion and authority to excursive the County's rights under this paragraph.
- C. This agreement may be terminated at any time and without fourteen (14) days notice by mutual agreement of both the Contractor and the Director.

- D. The Director may terminate this agreement immediately upon serving notice to the Contractor if the Contractor is found not to be in compliance with this agreement or if it is determined by the Director that the Contractor has engaged in personal or professional misconduct.

#### V SPECIAL PROVISIONS

- A. Nothing contained in this Agreement shall be construed to permit assignment by the Contractor of any rights or duties hereunder, and such assignment is expressly prohibited without the written consent of the County.
- B. Contractor agrees, during the term of this Contract, not to perform any work for any agency or other business entity under contract with the County, or for which the County has administrative responsibility, whether such work is voluntary or paid, without prior written approval of the Director of the DBH.
- C. As a condition of employment with the County, the Contractor does hereby agree to uphold the conflict of interest policy of San Bernardino County which is stated under Rule I, Section 8 of the San Bernardino County Personnel Rules, Conflict of Interest, as follows:

No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association which is in conflict with the proper discharge of official duties or would tend to impair independence of judgment or action in the performance of official duties.

Personal as distinguished from financial interest includes an interest arising from blood or marriage relationships or close business, personal, or political association. This section shall not serve to prohibit independent acts or other forms of enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable to County employment.

- D. The Director or his/her designee may periodically evaluate the services of the Contractor.
- E. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. In order for the Contractor to use any County-owned vehicle during the

performance of this agreement, Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record. If such report discloses that Contractor has an unsafe driving record, in the opinion of the County Risk Manager, Contractor may be prohibited from using any County-owned vehicle.

In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:

1. Fifteen Thousand Dollars (\$15,000) for single injury or death;
2. Thirty Thousand Dollars (\$30,000) for multiple injury or death;
3. Five Thousand Dollars (\$5,000) for property damage.

Failure to comply with the requirements of Article VI, Paragraph E. shall be deemed grounds for termination of this agreement.

VII CONCLUSION

- A. This agreement, consisting of seven (7) pages and Schedule A is the full and complete document describing services to be rendered by the Contractor to the County, including all covenants, conditions, and benefits.
- B. This agreement supersedes any and all agreements that may exist between the Contractor and the County.
- C. IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this agreement to be subscribed by the Clerk thereof, and Contractor has subscribed to this agreement, the day, month, and year first above written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_

Fred Aguiar, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

Contractor

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address On File

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Reviewed by Contract Compliance

► \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

oller-Recorder Use Only

ct Database	<input type="checkbox"/> FAS
Date	Keyed By



Jodie Polito  
Occupational Therapist

July 1, 2003 – June 30, 2004

**SCHEDULE A**  
PLANNING ESTIMATE  
Contract Employee  
San Bernardino County  
Department of Behavioral Health

<b>FY03/04</b>	<b>Hourly Rate</b>	<b>Bi-Weekly Salary</b>	<b>Benefit Value</b>	<b>Contract Value</b>
1 <sup>st</sup> Bi-Weekly Cost (1PP)	\$30.01	\$1,800.60	\$0.00	\$1,800.60
2 <sup>nd</sup> Bi-Weekly Cost (25 PPs)	\$30.91	\$1,854.60	\$0.00	\$46,365.00
Estimated Annual Hours	1,560			
FY Totals		\$48,165.60	\$0.00	\$48,165.60